

APPENDIX I

#618

ABSTRACT/UPDATE OF TITLE

PARCEL I:

Abstract of Title as to those premises described in Warranty Deed dated September 23, 1966 from Military Street, Houlton, Inc. to The Sampson Supermarkets, Inc. and recorded in the Southern District of the Aroostook Registry of Deeds in Vol. 987, Page 137.

PARCEL II:

Abstract of Title as to those premises described in Warranty Deed dated September 5, 1967 from Bernard S. Maher to The Sampson Supermarkets, Inc. and recorded in said Registry in Vol. 1011, Page 167.

PARCEL III:

Continuation of continuation dated May 25, 1988 at 8:00 A.M., prepared by Philip K. Jordan, Attorney, as to those premises described in Warranty Deed dated August 4, 1977 from John H. Weaver and Frances Virginia Weaver to Lawrence E. Clark and Margaret Clark and recorded in said Registry in Vol. 1307, Page 299.

PARCEL IV:

Abstract of Title as to those premises described in Warranty Deed dated December 13, 1974 from Edward R. Rau and Roger J. Grady to Sampsons Supermarkets, Inc. and recorded in said Registry in Vol. 1163, Page 763.

PARCEL V:

Abstract of Title as to those premises described in Warranty Deed dated September 25, 1975 from Barbara T. King to Wilfred A. LeFay and Bonita LeFay and recorded in said Registry in Vol. 1211, Page 101.

PARCEL VI:

Abstract of Title as to those premises described in Warranty Deed dated May 14, 1976 from Lawrence J. Beaulieu and Albertine Beaulieu to Gerald E. Tapley and Joan M. Tapley and recorded in said Registry in Vol. 1232, Page 322.

PARCEL VII:

Update of Title from June 28, 1978 at 10:40 A.M. as to those premises described in Release Deed dated June 14, 1978 from Bonita LeFay to Wilfred A. LeFay and recorded in said Registry in Vol. 1366, Page 13. (SEE PARCEL V FOR BACK TITLE)

PARCEL VIII:

Continuation of continuation dated January 27, 1983 at 11:31 A.M., prepared by Philip K. Jordan, Attorney, as to those premises described in Trustee's Deed dated January 27, 1983 from James M. Pierce, sole surviving Trustee under the will of Clarence H. Pierce to The Sampson Supermarkets, Inc. and recorded in said Registry in Vol. 1634, Page 301.

PARCEL IX:

Update of Title from June 23, 1988 at 11:04 A.M. as to those premises described in Trustee's Quitclaim Deed dated June 21, 1988 from Francis M. Pierce, Successor Trustee of the Clarence H. Pierce Trust to The Sampson Supermarkets, Inc. and recorded in said Registry in Vol. 2096, Page 201. (SEE PARCEL VIII FOR BACK TITLE)

(Parcels of real estate being part of triangular piece located southerly of Bangor Street, northerly of Military Street and westerly of Kendall Street, Houlton)

This Abstract consists of Pages 1 through 47, inclusive, and includes those instruments set forth on Table of Contents:

TABLE OF CONTENTS

Vol. and Page  
Instrument

Notes

PARCEL I:

987-137  
Warranty

996-108  
Mortgage

not searched for assignments, no marginal reference as per assignment, not discharged or foreclosed of record.

PARCEL II:

1011-167  
Warranty

PARCEL III:

2096-198  
Release

2096-199  
Warranty

PARCEL IV:

1163-763  
Warranty

1150-718

Warranty

Included for reference purposes only.

PARCEL V:

1211-101

Warranty

1319-194

Abstract of Divorce Decree

1351-81

Warranty

PARCEL VI:

1232-322

Warranty

PARCEL VII:

1366-13

Release

1379-72

Warranty

PARCELS V, VI & VII

1535-84

Warranty

1476-157

Warranty

Included for reference purposes only.

PARCEL VIII:

1634-301

Trustees Deed

PARCEL IX:

2096-201

Quitclaim

PARCELS I – IX:

2860-286

Articles of Merger

3368-177

Quitclaim

PI

That MILITARY STREET, HOULTON, INC.,

a Corporation organized and existing under the laws of the State

of MAINE and located at AUBURN

in the County of ANDROSCOGGIN and State of MAINE

in consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS,

paid by THE SAMPSON SUPERMARKETS, INC., a corporation organized and existing under the laws of Maine, with its offices at South Portland, county of Cumberland, State of Maine,

the receipt whereof it does hereby acknowledge, does hereby give, grant,

bargain, sell and convey unto the said THE SAMPSON SUPERMARKETS, INC.,

its successors

~~and assigns forever, unto the said THE SAMPSON SUPERMARKETS, INC.~~ The following described real estate located in Houlton, in the county of Aroostook and State of Maine, to wit: Beginning at the intersection of the westerly right of way line of Kendall Street and the south line of Bangor Street; thence westerly along the south line of Bangor Street one hundred seventy-two and ninety-two one hundredths (172.92) feet to the point of beginning of this parcel, thence continuing southerly on a line parallel to said Kendall Street two hundred four and forty-three one hundredths (204.43) feet to a point; thence westerly at an included angle of ninety-two (92°) degrees a distance of thirty-three (33) feet to a point; thence southerly at an angle of two hundred seventy-one (271°) degrees, one hundred thirty-two (132) feet to the north line of Military Street; thence westerly at right angles along said Military Street two hundred forty-five and three tenths (245.3) feet to a point; thence northerly at an included angle of one hundred fifteen (115°) degrees a distance of eighty-six and four tenths (86.4) feet; thence easterly at right angles one hundred sixty four (164) feet; thence northerly at right angles one hundred (100) feet to the south line of said Bangor Street; thence easterly along said Bangor Street two hundred thirty-three and twenty five one hundredths (233.25) feet; more or less, to the point of beginning. Reference is made to a re-survey of the Triangle by R. R. Randall, Engineer, to be recorded in the Aroostook County Registry of Deeds.

Excepting and reserving from the above described premises a right of way for travel by the ordinary means of travel in common with others over a strip of land fifteen (15) feet in width and one hundred (100) feet in length from Bangor Street immediately east of the herein conveyed property.

A portion of the above-described premises is subject to a lease to Plaza Pharmacy, Inc., dated May 18, 1965, which lease is to be recorded in the Aroostook County Registry of Deeds.

The above-described premises are subject to a mortgage to Aroostook County Federal Savings and Loan Association, which mortgage note is dated August 23, 1965, and the grantee herein agrees to assume the mortgage payment and to save the grantor harmless from the terms of said mortgage note and mortgage deed.

It is agreed and understood between the parties hereto, that the 1966 real estate taxes levied upon the above-described premises, will be pro-rated between the grantor and the grantee, as of the date of this conveyance.

The grantor herein acquired title in and to the above-described premises by deed from Richard W. Sampson, dated October 21, 1964, and recorded in Aroostook Registry of Deeds in Book 927, Page 172.

Company  
L  
Company

1966  
1965  
1964  
1963  
1962  
1961  
1960  
1959  
1958  
1957  
1956  
1955  
1954  
1953  
1952  
1951  
1950  
1949  
1948  
1947  
1946  
1945  
1944  
1943  
1942  
1941  
1940  
1939  
1938  
1937  
1936  
1935  
1934  
1933  
1932  
1931  
1930  
1929  
1928  
1927  
1926  
1925  
1924  
1923  
1922  
1921  
1920  
1919  
1918  
1917  
1916  
1915  
1914  
1913  
1912  
1911  
1910  
1909  
1908  
1907  
1906  
1905  
1904  
1903  
1902  
1901  
1900  
1899  
1898  
1897  
1896  
1895  
1894  
1893  
1892  
1891  
1890  
1889  
1888  
1887  
1886  
1885  
1884  
1883  
1882  
1881  
1880  
1879  
1878  
1877  
1876  
1875  
1874  
1873  
1872  
1871  
1870  
1869  
1868  
1867  
1866  
1865  
1864  
1863  
1862  
1861  
1860  
1859  
1858  
1857  
1856  
1855  
1854  
1853  
1852  
1851  
1850  
1849  
1848  
1847  
1846  
1845  
1844  
1843  
1842  
1841  
1840  
1839  
1838  
1837  
1836  
1835  
1834  
1833  
1832  
1831  
1830  
1829  
1828  
1827  
1826  
1825  
1824  
1823  
1822  
1821  
1820  
1819  
1818  
1817  
1816  
1815  
1814  
1813  
1812  
1811  
1810  
1809  
1808  
1807  
1806  
1805  
1804  
1803  
1802  
1801  
1800

to have and to hold the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said THE SAMPSON SUPERMARKETS, INC., its successors

and assigns, to it and their use and behoof forever.

And the said Grantor Corporation does hereby covenant with the said successors Grantee, its/ ~~successors~~ and assigns, that it is lawfully seized in fee of the premises, that they are free of all incumbrances; except as herein mentioned; that it has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its successors, shall and will warrant and defend the same to the said Grantee its successors heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, the said MILITARY STREET, HOULTON, INC., has caused this instrument to be sealed with its corporate seal and signed in its corporate name by RICHARD W. SAMPSON

, its PRESIDENT thereunto duly authorized, this twenty-third day of September in the year one thousand nine hundred and sixty-six.

Signed, Sealed and Delivered in presence of

Donald E. Ames

MILITARY STREET, HOULTON, INC.  
By Richard W. Sampson  
Its President



State of Maine. ANDROSCOGGIN, ss. September 23,

Personally appeared the above named RICHARD W. SAMPSON,

President of said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

Donald E. Ames  
Justice of the Peace  
Notary Public

ANDROSCOGGIN, ss. Received October 7, 1966 at 10h 30m A.M.



### Know all Men by these Presents

THAT The Sampson Supermarkets, Inc., a corporation organized under the laws of Maine and having an office in Auburn, in the County of Androscoggin and State of Maine, in consideration of One Dollar and other good and valuable considerations ~~of Dollars~~ paid by Houlton Trust Company, a banking corporation organized under the laws of Maine and having its office and place of business at Houlton, in the County of Aroostook and State of Maine,

the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey, unto the

said Houlton Trust Company, its successors ~~heirs~~ and assigns forever, the following described real estate located in Houlton, in the County of Aroostook and

State of Maine, namely: Beginning at the intersection of the westerly right of way line of Kendall Street, so-called, and the south line of Bangor Street, so-called; thence westerly along the south line of said Bangor Street one hundred seventy-two and ninety-two hundredths (172.92) feet, which is the point of beginning of this parcel; thence continuing southerly on a line parallel with said Kendall Street two hundred four and forty-three hundredths (204.43) feet to a point; thence westerly at an included angle of ninety-two degrees (92°) a distance of thirty-three (33) feet to a point; thence southerly at an angle of two hundred seventy-one degrees one hundred thirty-two minutes (271° 132') to the north line of Military Street, so-called; thence westerly at right angles along said Military Street two hundred forty-five and three-tenths (245.3) feet to a point; thence northerly at an included angle of one hundred fifteen degrees (115°) a distance of eighty-six and four-tenths (86.4) feet; thence easterly at right angles one hundred sixty-four (164) feet; thence northerly at right angles one hundred (100) feet to the south line of said Bangor Street; thence easterly along said Bangor Street two hundred thirty-three and twenty-five hundredths (233.25) feet, more or less, to the point of beginning.

Being same premises and subject to the same exceptions and reservations as described in deed of Military Street, Houlton, Inc. to The Sampson Supermarkets, Inc. as recorded in the Aroostook Registry of Deeds at said Houlton in Vol. 987, Page 137, to which deed, and the record thereof, and to deeds and records therein referred to, reference is hereby had for a more precise description of the premises hereby conveyed.

Reference is also hereby had to resurvey and plan of the "Triangle", so-called, by R. R. Randall, C.E., recorded in said Registry in Book of Plans 20, Page 73.

The above premises are subject to a mortgage to Auburn Administrative Corp., recorded in Vol. 987, Page 139, of said Registry, and said mortgagee has entered a valid agreement to subordinate payment thereof to this mortgage.

To Have And To Hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said Grantee, its <sup>successors</sup> heirs and assigns, to their use and behoof forever. And it does ~~do~~ covenant with the said Grantee, its <sup>successors</sup> heirs and assigns, that it is lawfully seized in fee of the premises; that they are free of all incumbrances; except as aforesaid, and

that it has <sup>have</sup> good right to sell and convey the same to the said Grantee, to hold as aforesaid, and that <sup>its</sup> successors and its <sup>heirs</sup> shall, and will, warrant and defend the same to the said Grantee, its <sup>successors</sup> heirs and assigns forever, against the lawful claims and demands of all persons.

*Company  
to  
Bank*

*1000. Houlton is Vol. 108*

*Disc  
1342/38*

Provided Nevertheless, That if the said Grantor or its successors ~~heirs, executors, or administrators~~ shall pay to the said Grantee, its successors or assigns, ~~executors, administrators or assigns the sum of~~ any and all sums of money that it now owes or that it may hereafter owe to said Grantee, during the life of this mortgage, in total amount not exceeding \$90,000.00, whether evidenced by notes or in any other manner, also pay all taxes assessed upon said premises and maintain insurance on the buildings thereon in kind, company, and amount to the satisfaction of Grantee; and if it fails to pay such taxes or to so insure, then Grantee may do so, and any amounts so by it expended, shall become a charge on these premises and collectible under this mortgage, with interest, until repaid;

then this deed shall be void, otherwise shall remain in full force. And the said Grantor and Grantee hereby agree that this mortgage shall be forever foreclosed in one year.

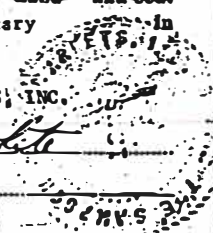
In Witness Whereof, the said The Sampson Supermarkets, Inc., for the consideration aforesaid, has hereunto ~~and~~ caused its hand and seal to be set by Shelton S. White, its Vice President, ~~wife~~ ~~of the said~~ hereunto duly authorized, ~~herby appointing and conveying~~ ~~right and title by descent in the above described premises to the consideration aforesaid have hereunto set~~ ~~hand and seal~~ this twenty-eighth day of February in the year of our Lord one thousand nine hundred and sixty-seven.

Signed, Sealed and Delivered in presence of

George B. Barnes

THE SAMPSON SUPERMARKETS, INC.

BY Shelton S. White  
Its Vice President



State of Maine, AROOSTOOK, ss. March 14 ~~February 28~~ 1967 Personally appeared the above named Shelton S. White, Vice President of The Sampson Supermarkets, Inc., and acknowledged the above instrument, by him signed and sealed, to be his free act and deed, in his said capacity, and the free act and deed of said corporation. and acknowledged the above instrument, by ~~signed and sealed, to be~~ ~~free act and deed,~~

Before me: George B. Barnes

Justice of the Peace  
Notary Public

ARCOSTOOK, ss. Received March 14, 1967 at 10h 50m A.M.



P II

REG 1011 167

KNOW ALL MEN BY THESE PRESENTS

That, I, Bernard S. Maher of Houlton in the County of Aroostook and State of Maine in consideration of One dollar and other good and valuable consideration paid by The Sampson Supermarkets, Inc., a corporation duly organized and existing under the Laws of the State of Maine with a principal place of business in Auburn, County of Androscoggin and State of Maine, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey, unto the said The Sampson Supermarkets, Inc., its successors and assigns forever,

*Maher  
&  
Company*

The following described real estate located in said Houlton and situated in the Triangle so-called in said Houlton, bounded and described as follows, to wit: Commencing at the Southeast corner of certain parcel of land conveyed by Bernard S. Maher to James C. Tracy by deed recorded in the Southern Aroostook Registry of Deeds in Vol. 941, Page 398; thence west along said Tracy's south line twenty-seven and six tenths (27.6) feet to a stake at the southwest corner of said Tracy property; thence continuing in a straight line along the south line of a certain right of way eight and seventy-two hundredths (8.72) feet to a stake at the southeast corner of a certain parcel of land conveyed by Bernard S. Maher to Owen Hannigan by deed recorded in said Registry in Vol. 992, Page 176; thence continuing in a straight line thirty-three (33) feet to a stake at the southwest corner of said Hannigan property; thence at right angles south along the east line of property now or formerly of Sampson Supermarkets, Inc. one hundred thirty-nine (139) feet, more or less, to a stake; thence at right angles east sixty-nine and thirty-two hundredths (69.32) feet to a stake; thence at right angles north one hundred thirty-nine (139) feet, more or less, to the point of beginning.

Meaning and intending hereby to convey a rectangular parcel of land sixty-nine and thirty-two hundredths (69.32) feet by one hundred thirty-nine (139) feet and being part of those premises conveyed to Bernard S. Maher by warranty deed of Helen Bates dated June 2, 1964 and recorded in said Registry in Vol. 913, Page 85 and also part of those premises conveyed to Bernard S. Maher by quitclaim deed of James Pierce, Trustee dated June 3, 1964 and recorded in said Registry in Vol. 913, Page 201.

The Grantor and Grantee agree that Grantor will assume and agree to pay 5/12 of the 1967 real estate taxes and Grantee will assume and agree to pay 7/12 of the 1967 real estate taxes on the above described premises.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said Grantee, its successors

*The Honorable C. B. Bickel Sept. 15, 1967*



and assigns, to their use and behoof forever. And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances; and that I have good right to sell and convey the same to the said Grantee, to hold as aforesaid, and that I and My heirs, shall and will, warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we the said Bernard S. Maher and Hilda T. Maher wife of the said Bernard S. Maher joining in this deed as Grantor, and relinquishing and conveying her right by descent and all other rights in the above described premises, for the consideration aforesaid, have hereunto set our hands and seals this 5th day of September in the year of our Lord one thousand nine hundred and sixty-seven.

Signed, Sealed and Delivered in presence of

Shirley F. Little

Bernard S. Maher

Hilda T. Maher

STATE OF MAINE

AROOSTOOK, SS.

September 5, 1967

Personally appeared the above named Bernard S. Maher and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Thomas J. [Signature]  
Justice of the Peace

AROOSTOOK, ss. Received September 5, 1967 at 3h 55m P.M.

RELEASE DEED

HOULTON WATER COMPANY, a corporation created by Chapter 227 of the Private and Special Laws of Maine of 1880, as amended, located in the Town of Houlton, County of Aroostook and State of Maine,

for consideration paid,

releases to LAWRENCE R. CLARK and MARGARET CLARK, of Houlton, County of Aroostook and State of Maine, the following described real estate, to wit:

The following parcel of land on the south side of Bangor Street in the village of Houlton, in the County of Aroostook and State of Maine, and being more particularly described as follows, to wit:

Commencing at the northwest corner of land formerly leased to Mrs. Dawn Crone and occupied by Mrs. Dawn Crone; thence westerly on south side of Bangor Street to land formerly owned by James Myshraill; thence southerly on east line of said tract ninety (90) feet; thence easterly to land leased to said Mrs. Dawn Crone; thence northerly on west line of said Mrs. Dawn Crone land to Bangor Street and place of beginning.

The said lot hereby conveyed is forty-four (44) feet, more or less, on Bangor Street and is the same premises on which the Weaver building is now located.

Being the same premises conveyed to Lawrence R. Clark and Margaret Clark by John R. Weaver by Warranty Deed dated August 4, 1977 and recorded in the Southern Aroostook Registry of Deeds in Vol. 1307, Page 299.

The purpose of this deed is to release any interest the Grantor may have in the foregoing property by virtue of Sever Lien against Lawrence F. Clark and Margaret Clark, said Lien having been recorded in the Southern Aroostook Registry of Deeds in Vol. 1544, Page 248, on July 8, 1981.

IN WITNESS WHEREOF, the said HOULTON WATER COMPANY has caused this instrument to be sealed with its corporate seal and signed in its corporate name by James F. McPartland, its President, thereunto duly authorized, this 13th day of June, 1988.

Signed, Sealed & Delivered in presence of

HOULTON WATER COMPANY

*Jane R Lynds*

By *James F. McPartland*  
James F. McPartland,  
Its President

STATE OF MAINE  
AROOSTOOK, ss.

June 13, 1988

Personally appeared the above-named James F. McPartland and acknowledged the foregoing instrument to be his free act and deed, in his said capacity, and the free act and deed of said Company.

Before me,

*Jane R Lynds*  
Jane R. Lynds, Notary Public

THOMAS W. WELLS, JR.  
ATTORNEY AT LAW  
HOULTON, MAINE 04841

AROOSTOOK, ss. Received June 23, 1988 at 11h 4m A.M.



2096 199

WARRANTY DEED

008218

KNOW ALL MEN BY THESE PRESENTS, that LAWRENCE E. CLARK and MARGARET CLARK, both of Houlton, Aroostook County, Maine, for consideration paid, grant to THE SAMPSON SUPERMARKETS, INC., a Maine corporation with a mailing address of P.O. Box 1000, Portland, Maine 04104, with WARRANTY COVENANTS, the land in the Town of Houlton, County of Aroostook, State of Maine, described more particularly as follows:

The following parcel of land land on the south side of Bangor Street in the village of Houlton, in the County of Aroostook and State of Maine, and being more particularly described as follows, to wit:

Commencing at the northwest corner of land formerly leased to Mrs. Dawn Crone and occupied by Mrs. Dawn Crone; thence westerly on south side of Bangor Street to land formerly owned by James Myshrall; thence southerly on east line of said tract ninety (90) feet; thence easterly to land formerly leased to said Mrs. Dawn Crone; thence northerly on west line of said Mrs. Dawn Crone land to Bangor Street and place of beginning,.

The said lot hereby conveyed is forty-four (44) feet, more or less, on Bangor Street and is the same premises on which the Weaver building is or was formerly located.

The above described premises hereby conveyed are the same as those conveyed to Lawrence E. Clark and Margaret Clark by John H. Weaver and Francis Virginia Weaver by deed dated August 4, 1977 and recorded in the Southern District of Aroostook Registry of Deeds in Book 1307, Page 299.

Reference is also made to a certain Existing Conditions Plan (Land Title Survey) by E.C. Jordan Co. for Hannaford Bros. Co., Houlton, Maine to be recorded in said Registry.

WITNESS our hands and seals this 14th day of June, 1988.

WITNESS:

Maine Real Estate Transfer Tax Paid

R. L. Rhoda

Lawrence E. Clark  
Lawrence E. Clark

11  
\_\_\_\_\_

Margaret J. Clark  
Margaret Clark

STATE OF MAINE  
COUNTY OF AROOSTOOK ss.

June 14 , 1988

Then personally appeared before me the above named Lawrence E. Clark and acknowledged the foregoing instrument to be his free act and deed.

Richard L. Rhoda  
Notary Public/Attorney at Law

RICHARD L. RHODA  
(Print Name)

AROOSTOOK, ss. Received June 23, 1988 at 11h 4m A.M.



P14

WARRANTY DEED

EDWARD R. RAU and ROGER J. GRADY, of Houlton, County of Aroostook and State of Maine, for consideration paid, grant to SANPSONS SUPERMARKETS, INC., a Maine Corporation duly organized and existing under the laws of the United States of America with a principal place of business in Auburn, County of Androscoggin, State of Maine, with Warranty Covenants, the following described real estate, to wit:

The following described premises in Houlton, County of Aroostook and State of Maine, to wit: Commencing at a point on the North side of Military Street, so-called in said Houlton which is the Southeast corner of those premises described in a Warranty Deed from Paul Jackins, Inc. to the Grantors dated May 24, 1974 and recorded in the Southern Aroostook Registry of Deeds in Houlton in Volume 1150, Page 718; thence in a Northerly direction along the East line of said premises so conveyed as aforesaid which said East line is also the West line of the land of the Grantee to the Northwest corner of land of the Grantee; thence West on a line which is the continuation of Grantee's present Northerly line twenty (20) feet to a stake; thence South on a line parallel to the East line as aforesaid to Military Street and the South line of those premises of Paul Jackins, Inc. as aforesaid; thence East twenty (20) feet to the place of beginning.

Being part of those premises conveyed by Paul Jackins, Inc. as aforesaid.

Ruth A. Rau, wife of said Edward R. Rau and Janet C. Grady, wife of said Roger J. Grady, join as Grantors and release all rights by descent and all other rights.

WITNESS our hands this 13<sup>th</sup> day of December, 1974

Thomas O. Bither

(L. all)

\_\_\_\_\_

\_\_\_\_\_

Edward R. Rau  
Edward R. Rau

Ruth A. Rau  
Ruth A. Rau

Roger J. Grady  
Roger J. Grady

Janet C. Grady  
Janet C. Grady


THOMAS O. BITHER  
ATTORNEY-AT-LAW  
HOULTON, MAINE 04750

STATE OF MAINE  
AROOSTOOK, ss

December 13 , 1974

Personally appeared the above named, Edward R. Rau and  
Roger J. Grady, and acknowledged the above to be his free act  
and deed.

Before me,

  
Justice of the Peace



AROOSTOOK, ss, Received December 13, 1974 at 10h 45m A.M.

WARRANTY DEED

ref

PAUL JACKINS, INCORPORATED, a Maine Corporation of Houlton, County of Aroostook and State of Maine for consideration paid, grants to ROGER GRADY and EDWARD RAU, both of Houlton, County of Aroostook and State of Maine, with Warranty Covenants, as Tenants in Common, the following described premises, to wit:

A certain piece or parcel of land between Bangor Street and Military Street in said Houlton and being a part of the triangle, so-called, near the junction of Military and Bangor Street: Commencing on the southerly side of Bangor Street at the northeasterly corner of a parcel of land sold by Clarence H. Pierce to Walter Mansur June 27, 1890 and recorded in the Aroostook Registry of Deeds in Volume 119, Page 173; thence easterly along the southerly line of Bangor Street sixty-six (66) feet to an iron pipe driven into the ground; thence at right angles to Bangor Street one hundred eighty-six and four-tenths (186.4) feet, more or less, to Military Street; thence westerly seventy-two and two-tenths (72.2) feet, more or less, to the southeast corner of said land sold by Clarence H. Pierce to said Walter Mansur; thence northerly along the easterly bound of said parcel of land sold by Clarence H. Pierce to said Walter Mansur one hundred fifty-five and seven-tenths (155.7) feet, more or less, to point of beginning. Reference is made to the surveys of Charles E. F. Stetson, P.N. Burleigh, and B.B. McIntyre, recorded in the Book of Plans in said Registry in Vol. 12, Page 72.

Subject to a party wall agreement with James T. Myshraill and excepting from said premises that portion sold to said Myshraill by deed dated April 12, 1950 and recorded in Volume 593, Page 490 of said Registry.

Being the same premises conveyed to the Grantor by warranty deed of Colonel Frank M. Hume Post, No. 2744 Veterans of Foreign Wars of the United States, Inc., dated June 21, 1954 and recorded in said Registry in Vol. 675, Page 203.

The Grantor and Grantee agree that 1974 real estate taxes shall be pro-rated one-sixth to Grantor and five-sixths to Grantees, which said amount Grantees assume and agree to pay as part of the consideration for this conveyance.

This conveyance is subject to any agreements the Grantor may have with the United Advertising Corporation.

THOMAS O. BITHER  
ATTORNEY AT LAW  
HOULTON, MAINE 04706



WITNESS its hand this 24th day of May, 1974.

PAUL JACKINS, INCORPORATED

*Dwight M. Nelson*

By *Rodney C. Palmer*  
Its President

STATE OF MAINE

AROOSTOOK, ss.

May 24, 1974

Personally appeared the above named Rodney C. Palmer in his said capacity and acknowledged the above to be his free act and deed and the free act and deed of said corporation.

Before me.

*Dwight M. Nelson*  
Justice of the Peace

AROOSTOOK. ss. Received; June 3, 1974 at 9h 45m A.M.

PII

King  
to  
LeFay

WARRANTY DEED  
Joint Tenancy

I, Barbara T. King, of Masardis, in the County of Aroostook and State of Maine, for consideration paid, grant to Wilfred A. LeFay and Bonita LeFay, husband and wife, both of Houlton, in said County and State, with warranty covenants, as joint tenants,

The following described parcels of real estate, together with the buildings thereon, to wit:

**FIRST:** The following described parcel of real estate situated in Houlton, in the County of Aroostook and State of Maine, and being a part of lot numbered thirty-nine (39) in the South Division of said town, bounded as follows: Commencing at the southeast corner of land owned or occupied by John Rose on August 1, 1881; thence easterly on the north line of Military Street, so-called, to the west line of Kendall Street, so-called; thence northerly on said west line of Kendall Street, to land owned or occupied by Harriet Monson on said August 1, 1881; thence westerly on the south line of said Monson land to the northeast corner of said John Rose land; thence southerly on the east line of said Rose land to place of beginning, and being the same premises conveyed to Rose Lawlis by Clarence H. Pierce by deed dated August 1, 1881, and recorded in Vol. 73, page 311 of the Southern District of the Aroostook Registry of Deeds.

**SECOND:** A parcel of land in lot numbered thirty-nine (39) in the South Division of Houlton described as follows: Commencing at the northwest corner of a parcel of land deeded by Clarence H. Pierce to Rose Lawlis by deed dated August 1, 1881, and recorded in said Registry in Vol. 73, page 311; thence running westerly along the north line of the John Rose lot now or formerly owned by James C. Madigan, fifty-eight and six-tenths (58.6) feet, more or less, to a point distant one hundred sixteen and six-tenths (116.6) feet from the west line of Kendall Street; thence on a course bearing south thirty-one degrees and thirty minutes west (S 31° 30' W) twenty-nine and four-tenths (29.4) feet; thence on a course bearing south seventy-five degrees and thirty minutes east (S 75° 30' E) fifty-eight (58) feet; thence on a course bearing south nineteen degrees and forty-five minutes east (S 19° 45' E) twenty-seven (27) feet, more or less, to the west line of said parcel conveyed by Clarence H. Pierce to Rosa Lawlis as aforesaid; thence northerly along the west line of said parcel so conveyed to said Rosa Lawlis to the place of beginning.

Also, hereby conveyint to said Grantees, their heirs and assigns forever, a right of way to travel on foot and with teams and other vehicles over and along a strip of land twelve (12) feet in width, whose westerly line is described as follows: Beginning at the southwest corner of the parcel hereinbefore described and conveyed; thence on a course bearing south thirty-one degrees and thirty minutes west (S 31° 30' W) ninety-seven and nine-tenths (97.9) feet; thence on a course bearing south eleven degrees and thirty minutes west (S 11° 30' W), twenty-one (21) feet to a point on the north line of Military Street distant easterly along said north line seventeen and five-tenths (17.5) feet from the southwest corner of said land now or formerly owned by said Madigan. This right of way is conveyed to the said Grantees as appurtenant to the parcel of real estate herein granted and to the parcel described in the first paragraph of this deed.

CLARENCE H. PIERCE  
DEED TO ROSE LAWLIS  
AUGUST 1, 1881



BOOK 1211 PAGE 102

Meaning and intending hereby to convey part of the same premises conveyed to me by Quitclaim Deed of Burt A. Thomas, dated July 25, 1974 and recorded in said Registry in Vol. 1155, page 344.

Thomas D. King, husband of said Grantor, joins as grantor, and releases all rights by descent and all other rights.

Witness our hands and seals this twenty-sixth day of September in the year of our Lord one thousand nine hundred and seventy-five (1975).

Barbara T. King

Thomas D. King



STATE OF MAINE  
AROOSTOOK, ss.

Oct 30, 1975

Personally appeared the above named Barbara T. King and acknowledged the foregoing to be her free act and deed.

Before me,

J. C. Will  
Justice of the Peace Notary Public

AROOSTOOK, ss Received: November 12, 1975 at 3h 27m P. M.

LeFay  
10  
LeFay

BOOK 1319 PAGE 194

77-78-D-8

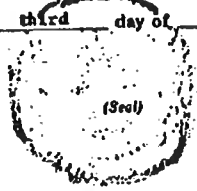
ABSTRACT OF DIVORCE DECREE

(19 M.R.S.A., § 726, as amended,  
as enacted by P.L. 1975, c. 488.)

I, Freda M. Carson, the duly  
appointed, qualified and acting Clerk of the State of Maine  
District Court, Southern Aroostook (Number of Districts) Division, hereby  
certify that on the third (Name of Division) day of October, 1977, a  
decree of divorce became final between Bonita L. LeFay, Plaintiff,  
and Wilfred A. LeFay, Defendant,  
and that the following is a true copy of so much of said decree as relates to the disposition or  
transfer of real estate in Aroostook County, viz:

IV. REAL ESTATE: Wife shall convey to Husband any interest she may have in  
any real estate subject to encumbrances which said encumbrances Husband shall  
assume and hold Wife harmless therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District  
Court this third day of October, 1977.



Freda M. Carson  
Clerk of said District Court

This certificate to be recorded in the Registry of Deeds for the county above named, pursuant  
to the statute above cited.

AROOSTOOK ss. Received October 4, 1977 at 3h 7m P.M.

DD. Thomas Bithu  
October 17, 1977

*Le Fay  
to  
Tapley*

WARRANTY DEED

WILFRED A. LEFAY, unmarried, and BONITA LEFAY, unmarried, both of Houlton, County of Aroostook and State of Maine,

for consideration paid

grant to GERALD E. TAPLEY and JOAN M. TAPLEY, husband and wife, both of said Houlton, with WARRANTY COVENANTS, as JOINT TENANTS,

The following described parcel of real estate situated in said Houlton, to wit:

Beginning at the northwesterly corner of "Second" parcel of land described in deed from Barbara T. King to said Wilfred A. LeFay and Bonita LeFay, dated September 26, 1975, and recorded in Southern Aroostook Registry of Deeds in Vol. 1211, Page 101; thence southerly along the westerly line of "Second" parcel of land described in aforesaid deed from King to LeFays, for a distance of twenty-nine and four tenths (29.4) feet, more or less, to the southwesterly corner thereof; thence easterly along the south line of "Second" parcel of land described in the aforesaid deed from King to LeFays, for a distance of thirty-two (32) feet to a point; thence northerly on a direct line to the north line of "Second" parcel of land described in the aforesaid deed from King to LeFays, at a point twenty (20) feet easterly on said north line from the northwest corner of said "Second" parcel; thence westerly along the northerly line of said "Second" parcel described in the aforesaid deed from King to LeFays for a distance of twenty (20) feet to the place of beginning.

Being a part of the "Second" parcel of land described in the aforesaid deed from King to LeFays recorded in said Registry in Vol. 1211, Page 101.

Also, hereby conveying to said Grantees, their heirs and assigns, forever, a right of way to travel on foot and with teams and other vehicles over and along a strip of land twelve (12) feet in width, whose westerly line is described as follows: Beginning at the southwest corner of the second parcel of land described in the aforesaid deed from King to LeFays; thence on a course bearing south thirty-one degrees and thirty minutes west (S 31° 30' W) ninety-seven and nine-tenths (97.9) feet; thence on a course bearing south eleven degrees and thirty minutes west (S 11° 30' W) twenty-one (21) feet to a point on the north line of Military Street distant easterly along said north line seventeen and five-tenths (17.5) feet from the southwest corner of said land now or formerly owned by James C. Madigan. This right of way is conveyed to the said Grantees as appurtenant to the parcel of real estate herein granted.

Being the same right of way as set forth in aforesaid deed from King to LeFays recorded in said Registry in Vol. 1211, Page 101.

Barbara T. King also joins in this deed, but not in the covenants thereof, for the purpose of releasing said premises from the terms of a certain mortgage given to her by Wilfred A. LeFay and Bonita LeFay, recorded in said Registry in Vol. 1211, Page 103.

WITNESSES, our hands and seals this 15<sup>th</sup> day of May, 1978.

Signed, Sealed & Delivered in presence of

*Margaret A. M... ..*

*Robert C. M... ..*

*Wilfred A. LeFay*  
Wilfred A. LeFay

*Bonita LeFay*  
Bonita LeFay

*Barbara T. King*  
Barbara T. King

*Med Edward Tapley Houlton, Me. June 2, 1978*

BOOK 1351 PAGE 82

STATE OF MAINE  
ARROSTOOK, ss.

May 15, 1978

Personally appeared the above named Wilfred A. LeFay and acknowledged  
the foregoing instrument to be his free act and deed.

Before me,

*Margaret O. Merrill*  
Justice of the Peace - Notary Public

ARROSTOOK, ss. Received May 15, 1978 at 3h 18m P.M.

PVI

Beaulieu  
Joan  
Tapley

BOOK 1232 PAGE 322

WARRANTY DEED

LAWRENCE J. BEAULIEU and ALBERTINE BEAULIEU, husband and wife, both of Houlton, County of Aroostook and State of Maine

for consideration paid

grants to GERALD E. TAPLEY and JOAN M. TAPLEY, husband and wife, of Houlton, County of Aroostook and State of Maine with WARRANTY COVENANTS as JOINT TENANTS.

The following described parcels of real estate situate in Houlton, County of Aroostook and State of Maine, including any buildings thereon, to wit:

Parcel 1: A strip of land forty-eight (48) feet wide off from the westerly side of the Radigan Homestead, so called, on the Northerly side of Military Street and formerly known as the Jarvis Kitchen property. Being the same premises conveyed to Lawrence Beaulieu by deed of Elise Beaulieu dated October 15, 1954 and recorded in the Southern Aroostook Registry of Deeds in Vol. 662 page 144.

Parcel 2: The following parcel of real estate situated in said Houlton, bounded and described as follows, to wit: On the south by Military Street, so called; on the west by a line two (2) rods easterly from the east line of property now or formerly of Walter Ross; on the north by land now or formerly of the James Cogan Estate and the Martin Lawlis Estate; on the east by land now or formerly owned by the Martin Lawlis estate. Being the same premises conveyed to Lawrence J. Beaulieu et ux by deed of The First National Bank of Aroostook dated October 30, 1974 and recorded in said Registry in Vol. 1161 page 489.

Excepting and reserving premises conveyed by James C. Radigan to Rose E. Lawlis by deed dated October 16, 1939 and recorded in the Southern Aroostook Registry of Deeds in Vol. 480 page 162.

Lawrence J. Beaulieu and Albertine Beaulieu, husband and wife, both join as Grantors and both release all rights by descent and all other rights.

WITNESSES, our hands and seals this 14<sup>th</sup> day of May, 1976.

Witness:  
[Signature]  
[Signature]

Lawrence J. Beaulieu  
(Lawrence J. Beaulieu)  
Albertine Beaulieu  
(Albertine Beaulieu)

State of Maine  
Aroostook, ss.

May 14, 1976

Personally appeared the above named LAWRENCE J. BEAULIEU and acknowledged the foregoing instrument to be his own free act and deed.

Before me,  
[Signature]  
Justice of the Peace - Notary Public

AROOSTOOK, ss. Received May 14, 1976 at 10h 27m A.M.

Dr. R. R. ...  
...  
May 26, 1976



P VII  
(See PVI for  
back  
title)

to  
to Fay

BK1366 PG 13

RELEASE DEED

I, BONITA LEFAY, of Houlton, in the County of Aroostook and State of Maine

for consideration paid,

RELEASE TO WILFRED A. LEFAY, of Houlton, in said County and State,

the following described parcels of real estate together with the buildings thereon, to wit:

FIRST: The following described parcel of real estate situated in Houlton, in the County of Aroostook and State of Maine, and being a part of Lot numbered thirty-nine (39) in the South Division of said town, bounded as follows: Commencing at the southeast corner of land owned or occupied by John Rose on August 1, 1881; thence easterly on the north line of Military Street, so-called, to the west line of Kendall Street, so-called; thence northerly on said west line of Kendall Street, to land owned or occupied by Harriet Monson on said August 1, 1881; thence westerly on the south line of said Monson land to the northeast corner of said John Rose land; thence southerly and on the east line of said Rose land to place of beginning, and being the same premises conveyed to Rose Lawlis by Clarence H. Pierce by deed dated August 1, 1881, and recorded in Vol. 73, page 311 of the Southern District of the Aroostook Registry of Deeds.

SECOND: A parcel of land in lot numbered thirty-nine (39) in the South Division of Houlton described as follows: Commencing at the northwest corner of a parcel of land deeded by Clarence H. Pierce to Rosa Lawlis by deed dated August 1, 1881, and recorded in said Registry in Vol. 73, page 311; thence running westerly along the north line of the John Rose lot now or formerly owned by James C. Madigan, fifty-eight and six-tenths (58.6) feet, more or less, to a point distant one hundred sixteen and six-tenths (116.6) feet from the west line of Kendall Street; thence on a course bearing south thirty-one degrees and thirty minutes west (S 31° 30' W) twenty-nine and four-tenths (29.4) feet; thence on a course bearing south seventy-five degrees and thirty minutes east (S 75° 30' E) fifty-eight (58) feet; thence on a course bearing south sixteen degrees and forty-five minutes east (S 19° 45' E) twenty-seven (27) feet; more or less, to the west line of said parcel conveyed by Clarence H. Pierce to Rose Lawlis as aforesaid; thence northerly along the west line of said parcel so conveyed to said Rose Lawlis to the place of beginning.

Also, hereby conveying to said Grantee, his heirs and assigns forever, a right of way to travel on foot and with teams and other vehicles over and along a strip of land twelve (12) feet in width, whose westerly line is described as follows: Beginning at the southwest corner of the parcel hereinbefore described and conveyed; thence on a course bearing south thirty-one degrees and thirty minutes west (S 31° W) ninety-seven and nine tenths (97.9) feet; thence on a course bearing south eleven degrees and thirty minutes west (S 11° 30' W), twenty-one (21) feet to a point on the north line of Military Street distant easterly along said north line seventeen and five-tenths (17.5) feet from the southwest corner of said land now or formerly owned by said Madigan. This right of way is conveyed to the said Grantee as appurtenant to the parcel of real estate herein granted and to the parcel described in the first paragraph of this deed.

STEWART, GRIFFITHS,  
GUIDLEY & JORDAN  
ATTORNEYS AT LAW  
PREVIOUS HOL. MAINE  
HOULTON, MAINE

STEWART GRIFFITHS GUIDLEY & JORDAN

EX1366 PG 14

The above described two parcels of land and right of way being the same conveyed to the Grantor and Grantee herein by Barbara T. King by her Warranty Deed dated September 26, 1975 and recorded in the Southern Aroostook Registry of Deeds Volume 1211, Page 101.


**THIRD:** Also the following described real estate situate in Aroostook County, in the County of Aroostook bounded and described as follows: Commencing at a point on the east side of the Houlton-Danforth Road, so-called, at the northwest corner of premises deeded to Fred Farrar; thence easterly along the north line of said premises deeded as aforesaid, nine (9) rods; thence southerly parallel with said road four (4) rods; thence westerly and parallel with said north line nine (9) rods to said road; thence northerly along said road four (4) rods to place of beginning.

Meaning and intending to release all interest said Grantor may have in the same premises conveyed to Wilfred Lafay by deed of William J. Muir, Elizabeth Crone, heirs of Alex Muir, by their deed dated March 15, 1972 and recorded in Volume 1097, Page 679.

**FOURTH:** Also hereby releasing any interest the Grantor herein may have in any real estate owned by the said Grantee herein in Aroostook County, whenever and however acquired.

WITNESS my hand and seal this 15<sup>th</sup> day of June, 1978.

J. Dennis Bell

Bonita Lafay 

STATE OF MAINE  
AROSTOOK, ss

June 15 1978

Personally appeared the above named Bonita Lafay and acknowledged the foregoing instrument to be her free act and deed.

Before me,

J. Dennis Bell  
Notary Public  
Justice of the Peace  
*William J. Muir*

AROSTOOK, ss Received: June 28, 1978 at 10h 40m A. M.

STEWART, GRIFFITH,  
QUIGLEY & JORDAN  
ATTORNEYS AT LAW  
FREDDONS (SAL. MAINE  
HOULTON, MAINE

PVII

Le Fay  
to  
Tapley

Ms. Sept. 18, 1978  
Houlton  
Gerald E. Tapley  
Ms. Le Fay

BK1379 PG 72

WARRANTY DEED

WILFRED A. LEFAY, unmarried, and BONITA LEFAY, unmarried, of Houlton, County of Aroostook and State of Maine,

for consideration paid

grant to GERALD E. TAPLEY and JOAN M. TAPLEY, husband and wife, both of said Houlton, with WARRANTY COVENANTS, as JOINT TENANTS,

A parcel of land in lot numbered 39 in the South Division of said Houlton, described as follows: Commencing at the northwest corner of a parcel of land deeded by Clarence H. Pierce to Rose Lawlis by deed dated August 1, 1881, and recorded in said Registry in Vol. 73, Page 311; thence running westerly along the north line of the John Rose lot now or formerly owned by James C. Madigan, fifty-eight and six tenths (58.6) feet, more or less, to a point distance one hundred sixteen and six tenths (116.6) feet from the west line of Kendall Street; thence on a course bearing south thirty-one degrees and thirty minutes west (S 31° 30' W) twenty-nine and four-tenths (29.4) feet; thence on a course bearing south seventy-five degrees and thirty minutes east (S 75° 30' E) fifty-eight (58) feet; thence on a course bearing south nineteen degrees and forty-five minutes east (S 19° 45' E) twenty-seven (27) feet, more or less, to the west line of said parcel conveyed by Clarence H. Pierce to Rose Lawlis as aforesaid; thence northerly along the west line of said parcel so conveyed to said Rose Lawlis to the place of beginning.

Being Second parcel conveyed to Wilfred A. LeFay and Bonita LeFay by Barbara T. King by deed dated October 30, 1975, and recorded in Southern Aroostook Registry of Deeds in Vol. 1211, Page 101.

Excepting and reserving the land described in Deed from Wilfred A. LeFay and Bonita LeFay dated May 15, 1978, and recorded in said Registry in Vol. 1351, Page 81.

Barbara T. King also joins in this deed, but not in the covenants thereof, for the purpose of releasing said premises from the terms of a certain mortgage given to her by Wilfred A. LeFay and Bonita LeFay, recorded in said Registry in Vol. 1211, Page 103.

WITNESSE, our hands and seals this 31<sup>st</sup> day of August, 1978.

Signed, Sealed & Delivered  
in presence of

|                          |   |
|--------------------------|---|
| <u>Daniel R. Nelson</u>  | <u>Wilfred A. LeFay</u><br>Wilfred A. LeFay |
| <u>Marie A. Paichies</u> | <u>Bonita LeFay</u><br>Bonita LeFay         |
|                          | <u>Barbara T. King</u><br>Barbara T. King   |

STATE OF MAINE  
AROOSTOOK, ss.

August 31, 1978

Personally appeared the above named Wilfred A. LeFay and Bonita LeFay and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Daniel R. Nelson  
Justice of the Peace - Notary Public -  
Attorney at Law

AROOSTOOK, ss. Received August 31, 1978 at 3h 14m P.M.

## WARRANTY DEED

GERALD E. TAPLEY and JOAN M. TAPLEY, Husband and Wife, both of Houlton, County of Aroostook and State of Maine,

for consideration paid

grant to THE SAMPSON SUPERMARKETS, INC., a Maine corporation having its principal place of business in Auburn, County of Androscoggin and State of Maine, with WARRANTY COVENANTS,

A certain parcel of real estate being part of Lot numbered thirty-nine (39) in the South Division of the Town of Houlton, County of Aroostook and State of Maine, bounded and described as follows, to wit:

Beginning at a steel pipe at the intersection of the westerly right-of-way line of Kendall Street, so-called, and the northerly right-of-way line of Military Street, so-called, said steel pipe also being the southeast corner of that parcel of real estate conveyed to the Town of Houlton by Wilfred A. Lefay by deed dated November 28, 1978, and recorded in the Southern District of the Aroostook Registry of Deeds in Vol. 1394, Page 222; thence proceeding westerly along the northerly right-of-way line of Military Street for a distance of fifty-eight and no-tenths (58.0) feet, more or less, to the point and place of beginning, said point being the southwest corner of that parcel of real estate conveyed by warranty deed dated May 13, 1980, from Joseph H. O'Donnell to Myrtle Y. Webb and recorded in said Registry in Vol. 1476, Page 157; thence to the right at an angle of 93° 51' to the previous course, proceeding along the west line of said parcel of real estate recorded in said Registry in Vol. 1476, Page 157, one hundred thirty-three and one-tenth (133.1) feet to a steel pin at the southwest corner of that parcel of real estate conveyed to George C. O'Donnell by Abbie McDonald by deed dated July 17, 1939, and recorded in said Registry in Vol. 480, Page 11; thence to the left at an angle of 92° 43' to the previous course twenty-nine and nine-tenths (29.9) feet along the south line of that parcel of real estate conveyed to George C. O'Donnell by Cecilia Sarah Ayoob by deed dated October 4, 1939, and recorded in said Registry in Vol. 470, Page 420, to the southwest corner of said parcel of real estate recorded in Vol. 470, Page 420, said southwest corner being also the southeast corner of that parcel of real estate conveyed by warranty deed dated September 5, 1967, from Bernard S. Maher to The Sampson Supermarkets, Inc., and recorded in said Registry in Vol. 1011, Page 167; thence in a westerly direction sixty-nine and thirty-two hundredths (69.32) feet along the south line of said parcel of real estate recorded in Vol. 1011, Page 167, to the southwest corner of said parcel of real estate recorded in Vol. 1011, Page 167, said point also being the first southeast corner described in warranty deed dated September 23, 1966, from Military Street, Houlton, Inc., to The Sampson Supermarkets, Inc., and recorded in said Registry in Vol. 987, Page 137; thence continuing in a westerly direction along the first south line of deed recorded in Vol. 987, Page 137, thirty-three (33) feet to a point; thence southerly at an angle of 271° one hundred thirty-two (132) feet to the north line of Military Street, said point being the second southeast corner of that parcel of real estate conveyed by warranty deed recorded in said Registry in Vol. 987, Page 137; thence in an easterly direction along the northerly right-of-way line of said Military Street one hundred thirty-two (132) feet to the point and place of beginning.

Meaning and intending hereby to convey the same premises conveyed to the Grantors herein by the following deeds recorded in said Registry:

- (1) Warranty Deed dated May 14, 1976, from Lawrence J. Beaulieu et ux recorded in Vol. 1232, Page 322;







BK1535 PG 85

- (2) Warranty Deed dated May 15, 1978, from Wilfred A. LeFay et al recorded in Vol. 1351, Page 81;
- (3) Warranty Deed dated August 31, 1978, from Wilfred A. LeFay et al recorded in Vol. 1379, Page 72.

IN WITNESS WHEREOF, GERALD E. TAPLEY and JOAN M. TAPLEY, hereby relinquish and convey all rights by descent and all other rights, and have hereunto set their hands and seals this 29th day of May, 1981.

Signed, Sealed and Delivered  
in the presence of


  
GERALD E. TAPLEY  
  
JOAN M. TAPLEY

STATE OF MAINE  
AROOSTOOK, ss.

May 29, 1981

Personally appeared the above named GERALD E. TAPLEY and acknowledged the foregoing instrument to be his free act and deed.

Before me,

  
Notary Public  
Justice of the Peace

AROOSTOOK, ss. Received May 29, 1981 at 10h 57m A.M.



BK1476 PG157  
WARRANTY DEED

ref

Joseph H. O'Donnell, unmarried, of Avon, State of Massachusetts, for consideration paid, grants to Myrtle Y. Webb, unmarried, of East Holden, County of Penobscot, and State of Maine, with WARRANTY COVENANTS the real estate in Houlton, Aroostook County and State of Maine, described as follows, to wit:

O'Donnell  
I.  
Webb

A certain parcel of land being part of Lot 39 in the South Division of the Town of Houlton, County of Aroostook and State of Maine; and being more particularly described as follows:

Beginning at a steel pipe at the intersection of the westerly right-of-way line of Kendell Street, so called, and the northerly right-of-way line of Military Street, so called, said steel pipe also being the southeast corner of that parcel of land conveyed to the Town of Houlton by Wilfred A. LeFay by deed dated November 28, 1978 and recorded in Southern Aroostook Registry of Deeds, Volume 1394, Page 222; thence proceeding northerly along the westerly right-of-way line of said Kendell Street for a distance of two hundred twenty-four and four tenths (224.4) feet to a steel pin at the northeast corner of that parcel of land conveyed to George C. O'Donnell by Manley D. Van-Tassell by deed dated October 29, 1948 and recorded in Southern Aroostook Registry of Deeds, Volume 600, Page 460; thence to the left at an angle of 92° 43' to the previous course, proceeding along the north line of said parcel recorded in Volume 600, Page 460, for a distance of eighty-seven and nine tenths (87.9) feet to a steel pin at the northwest corner of said parcel recorded in Volume 600, Page 460; thence to the left at an angle of 87° 17' to the previous course, proceeding along the west line of said parcel recorded in Volume 600, Page 460, for a distance of thirty-one and four tenths (31.4) feet to the southwest corner of said parcel recorded in Volume 600, Page 460; thence continuing on the same course for a distance of sixty-one and zero tenths (61.0) feet along the west line of that parcel of land conveyed to George C. O'Donnell by Cecelia Sarah Aycoob by deed dated October 4, 1939, and recorded in Southern Aroostook Registry of Deeds, Volume 479, Page 420, to the southwest corner of said parcel recorded in Volume 470, Page 420; thence to the left at an angle of 92° 43' to the previous course proceeding along the south line of said parcel recorded in Volume 470, Page 420 for a distance of twenty-nine and nine tenths (29.9) feet to a steel pin at the southwest corner of that parcel of land conveyed to George C. O'Donnell by Abbie McDonald by deed dated July 17, 1939, and recorded in Southern Aroostook Registry of Deeds in Volume 480, Page 11; thence to the right at an angle of 92° 43' to the previous course,

Deed of George C. O'Donnell to Myrtle Y. Webb dated 3/19/80

SWALES & GOODWIN  
ATTORNEYS  
HOULTON, MAINE

BK1476 PG158

proceeding along the west line of the aforesaid parcel recorded in Volume 1394, Page 222, for a distance of one hundred thirty-three and one tenth (133.1) feet to a steel pin at the southwest corner of said parcel recorded in Volume 1394, Page 222; thence to the left at an angle of 93° 51' to the previous course, proceeding along the aforesaid northerly right-of-way line of Military Street for a distance of fifty-eight and zero tenths (58.0) feet, more or less, to the point of beginning.

Being all of the land described in a Quitclaim Deed from George C. O'Donnell to O'DONNELL'S EXPRESS, dated March 1, 1957 and recorded in Volume 746, Page 111, in the Southern Aroostook Registry of Deeds and in a Quitclaim Deed from the Town of Houlton to Joseph H. O'Donnell recorded simultaneously herewith.

WITNESS our hands this 13<sup>th</sup> day of May, 1980.

STATE OF MASSACHUSETTS      MAY 13      , 1980

NORFOLK      , ss

*Joseph H. O'Donnell*

Personally appeared the above named, Joseph H. O'Donnell and acknowledged the above instrument to be his free act and deed,

Before me,

*Richard J. Curran*  
Justice of the Peace  
Notary Public  
Attorney at Law

AROOSTOOK, ss. Received May 22, 1980 at 10h 31m A.M.

BK1634 PG301  
TRUSTEE'S DEED

JAMES M. PIERCE, sole surviving Trustee of the Trust created by the Will of Clarence H. Pierce, late of Houlton, County of Aroostook and State of Maine, in his capacity as Trustee aforesaid,

for consideration paid to him by

THE SAMPSON SUPERMARKETS, INC., a Maine corporation having its principal place of business in Auburn, County of Androscoggin and State of Maine, the receipt whereof is hereby acknowledged, does hereby sell and convey unto the said The Sampson Supermarkets, Inc., its successors and assigns forever, certain real estate situated in said Houlton and described as follows:

A certain piece or parcel of real estate situated in Houlton, County of Aroostook and State of Maine, being a part of Lot numbered Thirty-Nine in the South Division of Houlton, and bounded and described as follows, to wit:

Commencing on the South side of Bangor Street, so-called, at the Northwest corner of that parcel of real estate conveyed by deed dated August 4, 1866, from Eliza Pierce to Patrick O'Donnell and recorded in the Southern District of the Aroostook Registry of Deeds in Vol. 35, Page 543; thence in a Westerly direction along the South side of said Bangor Street Sixty (60) feet to a point marked by an iron pipe, said point also being the Northeast corner of those premises conveyed by deed dated August 4, 1977, from John H. Weaver et ux to Lawrence E. Clark et ux and recorded in said Registry in Vol. 1307, Page 299; thence at right angles in a Southerly direction One Hundred (100) feet along the East line and an extension thereof of said premises conveyed by said deed recorded in said Registry in Vol. 1307, Page 299, to a point marked by an iron pipe, said point being on the north line of premises of the Grantee herein; thence in an Easterly direction and along premises now owned by the Grantee herein and parallel to the South line of said Bangor Street Sixty (60) feet to a point marked by an iron pipe on the West line of said premises conveyed by said deed recorded in said Registry in Vol. 35, Page 543; thence in a Northerly direction One Hundred (100) feet along the West line of said premises conveyed by said deed recorded in said Registry in Vol. 35, Page 543, to the point and place of beginning.

Meaning and intending hereby to convey that parcel of real estate Sixty (60) feet in width on the South side of Bangor Street and One Hundred (100) feet in depth Southerly from said Bangor Street West of that parcel marked "35-543 O'Donnall" as shown on Plan of the "Triangle" from surveys made for Clarence H. Pierce by Chas. E. P. Stetson, C.E., with additions by P. N. Burleigh, C.E., 1912, with additions by B. B. McIntyre, P.E., 1946, as recorded in said Registry in Book of Plans 12, Page 72.

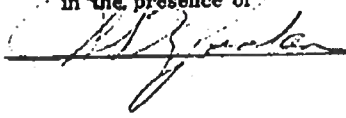
TO HAVE AND TO HOLD the above granted premises unto the said The Sampson Supermarkets, Inc., its successors and assigns, to its own use and behoof. And James M. Pierce, in his said capacity, does hereby covenant to and with The Sampson Supermarkets, Inc., that he is the lawful surviving Trustee of the Trust created by the Will of said Clarence H. Pierce, that he has power under said Will to sell as aforesaid and that in making this conveyance, he has in all respects acted in pursuance of the authority granted in and by said Will.

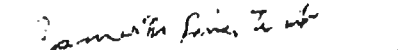
IN WITNESS WHEREOF, the said JAMES M. PIERCE has hereunto set his hand and seal in his capacity as sole surviving Trustee of the Trust created by the Will of Clarence H. Pierce, this 27<sup>th</sup> day of January, 1983.

Maine Real Estate Transfer Tax Paid

BK1634 PC302

Signed, Sealed and Delivered  
in the presence of




  
JAMES M. PIERCE, Sole Surviving  
Trustee of the Trust created under  
the Will of Clarence H. Pierce

STATE OF MAINE  
AROOSTOOK, ss.

January 27, 1983

Personally appeared the above-named JAMES M. PIERCE and  
acknowledged the foregoing instrument to be his free act and deed in his  
said capacity.

Before me,

  
Notary Public  
Justice of the Peace

AROOSTOOK, ss. Received January 27, 1983 at 11h 31m A.M.

P1X

2096 PAGE 201

008219

TRUSTEE'S QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that FRANCIS M. PIERCE, of Houlton, Aroostook County, Maine, in his capacity as SUCCESSOR TRUSTEE of the CLARENCE H. PIERCE TRUST, having been appointed as such by order of the Probate Court of Aroostook County dated June 1, 1984 and filed in the Probate Records of the County of Aroostook, Probate Docket No. 18-223 (will of Clarence H. Pierce, late of Houlton, Maine), by the power conferred thereby and every other power, for consideration paid, quitcliams to THE SAMPSON SUPERMARKETS, INC., a Maine corporation with a mailing address of P.O. Box 1000, Portland, Maine 04104, the land in the Town of Houlton, County of Aroostook, State of Maine, and more particularly described as follows:

A certain lot or parcel of land southerly of Bangor Street in the Town of Houlton, County of Aroostook, State of Maine, more particularly described as follows:

Beginning at the easterly corner of a certain parcel now or formerly of Lawrence E. Clark and Margaret Clark by deed dated August 4, 1977 and recorded in the Southern District of Aroostook County Registry of Deeds in Book 1307, Page 299, which corner is located S 38° 30' 30" E a distance of 90 feet from a 5/8 inch iron rod in the southeasterly line of Bangor Street at the intersection of the northerly corner of said Clark parcel and the westerly corner of a certain parcel now or formerly of The Sampson's Supermarkets, Inc. by deed dated January 27, 1983 and recorded in said Registry in Book 1634, Page 301; thence S 38° 30' 30" E along said Sampson's Supermarket parcel a distance of 10 feet to a 5/8 inch iron rod in the northerly sideline of a certain other parcel of The Sampson's Supermarkets, Inc. by deed dated September 23, 1966 and recorded in said Registry in Book 987, Page 137; thence S 51° 29' 30" W along said other Sampson's Supermarket parcel a distance of 44 feet to a point; thence N 38° 30' 30" W along a parcel now or formerly of Andrew A. Marino by deed dated March 12, 1985 and recorded in said Registry in Book 1796, Page 338, a distance of 10 feet to a point at the southerly corner of



BOOK 2096 PAGE 202

said Clark parcel; thence N 51° 29' 30" E along said Clark parcel a distance of 44 feet to the point of beginning.

Said parcel contains 440 square feet and is shown on an Existing Conditions Plan (Land Title Survey) by E.C. Jordan Co. for Hannaford Bros. Co. to be recorded in said Registry. Reference is also made to a Plan of the "Triangle" for Clarence H. Pierce by Charles E.P. Statson, C.E., with additions by P. N. Burtleigh, C.E., 1912, with additions by B. B. McIntyre, C.E., 1946 and recorded in said Registry in Plan Book 12, Page 72.

WITNESS my hand and seal this 21st day of June, 1988.

Signed, Sealed and Delivered  
in presence of

Roger J. Grady

Francis M. Pierce

Francis M. Pierce - Trustee of  
the Clarence H. Pierce Trust

STATE OF MAINE  
ARCOSTOOK, SS.

June 21, 1988

Then personally appeared the above named Francis M. Pierce, in his capacity as Successor Trustee of the Clarence H. Pierce Trust and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

Roger J. Grady  
Notary Public/Attorney at Law

ROGER J. GRADY  
(Print Name)

MY COMMISSION EXPIRES 3/91

ARCOSTOOK'ss. Received June 23, 1988 at 11h 4m A.M.

PI -  
PIX

BK 2860 PG 286

State of Maine

000283



Department of State

*I, the Secretary of State of Maine, certify that according to the provisions of the Constitution and Laws of the State of Maine, the Department of the Secretary of State is the legal custodian of the Great Seal of the State of Maine which is hereunto affixed and that the paper to which this is attached is a true copy from the records of this Department.*

*In Testimony Whereof, I have caused the Great Seal of the State of Maine to be hereunto affixed. Given under my hand at Augusta, December 19, 1995.*



*Bill Diamond*

BILL DIAMOND  
SECRETARY OF STATE

Filing Fee 80.00

BK2860PG 287

For Use By The Secretary of State

File No. ....

Fee Paid .....

C.B. ....

Date .....

STATE OF MAINE  
ARTICLES OF MERGER OF

See Exhibit B  
Subsidiary Corporation, A Maine Corporation  
INTO  
Hannaford Bros. Co.  
Parent Corporation, A Maine Corporation

For Use By The Secretary of State

FILED

19 \_\_\_\_

Deputy Secretary of State

A True Copy When Attested By Signature

Deputy Secretary of State

Pursuant to 13-A MRSA §904, the undersigned corporations adopt the following Articles of Merger:

**FIRST:** Hannaford Bros. Co.  
herein referred to as the parent corporation, is a corporation organized under the laws of the State of Maine and owning at least 90% of the outstanding shares of each class of  
See Exhibit B  
a corporation organized under the laws of the State of Maine and herein referred to as the subsidiary corporation.

**SECOND:** The plan of merger set forth in Exhibit A attached hereto was approved by the Board of Directors of the undersigned parent corporation as the surviving corporation in the manner prescribed by the Maine Business Corporation Act.

**THIRD:** The number of outstanding shares of each class of the participating subsidiary corporation and the number of shares of each class owned by the parent, surviving corporation are as follows:

| Name of Subsidiary Corporation | Number of Outstanding Shares | Designation of Class | Number and Per Cent of Shares Owned by Surviving Parent |
|--------------------------------|------------------------------|----------------------|---|
|--------------------------------|------------------------------|----------------------|---|

See Exhibit B

**FOURTH:** The date of the mailing to each shareholder of the subsidiary corporation of a copy of the plan of merger is N/A (Parent is sole shareholder) 19 \_\_\_\_.

**FIFTH:** Effective date of the merger (if other than date of filing of the Articles) is December 30, 1995  
*(Not to exceed 60 days from date of filing of the Articles.)*

**SIXTH:** The address of the registered office in Maine of the surviving corporation is One Portland Square, P.O. Box 586, Portland, Maine 04112  
(street, city, state and zip code)

The address of the registered office in Maine of the subsidiary corporation is One Portland Square, P.O. Box 586, Portland, Maine 04112  
(street, city, state and zip code)

Dated: December 6, 1995

Hannaford Bros. Co. BK 2860 PG 288  
(Surviving Corporation)

By [Signature]  
(signature)

Hugh G. Farrington, President

(Type or print name and capacity)

By [Signature]  
(signature)

Charles H. Crockett, Assistant Secretary  
(Type or print name and capacity)

This document **MUST** be signed by (1) the Clerk OR (2) the President or a vice-president **AND** the Secretary, an assistant secretary or other officer the bylaws designate as second certifying officer OR (3) if no such officers, a majority of the directors or such directors designated by a majority of directors then in office OR (4) if no directors, the holders, or such of them designated by the holders, of record of a majority of all outstanding shares entitled to vote thereon OR (5) the holders of all outstanding shares.

**AGREEMENT  
AND  
PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER, dated as of the 1st day of December, 1995, by and among,

HANNAFORD BROS. CO., a Maine corporation (hereinafter referred to as "Hannaford" and as the "Surviving Corporation"), and

COTTLE'S SHOP 'N SAVE, INC., a Maine corporation; THE SAMPSON SUPERMARKETS, INC., a Maine corporation; SHOPPING CENTER PROPERTIES, INC., a Maine corporation; ANALYTICAL SERVICES, INC., a Maine corporation; SHOP 'N SAVE REALTY, INC., a Maine corporation; M-B SUPER, INC., a Maine corporation; HANNAFORD PROPERTIES, INC., a Maine corporation; and WAREHOUSE PROPERTIES, INC., a Maine corporation (hereinafter collectively referred to as the "Merging Corporations").

W I T N E S S E T H :

WHEREAS, all of the Merging Corporations are wholly-owned subsidiaries of the Surviving Corporation; and

WHEREAS, pursuant to 13-A M.R.S.A. §904 and other applicable laws and regulations, the Directors of the Surviving Corporation and the Directors of the Merging Corporations have each approved and adopted the Plan embodied herein, and have deemed it advisable for the benefit of the Merging Corporations that they merge with and into the Surviving Corporation on the terms hereinafter set forth.

NOW, THEREFORE, on the Effective Date (as hereinafter defined) and in accordance with the provisions of Chapter 9 of the Maine Business Corporation Act, the Merging Corporations shall be merged into Hannaford, which shall continue its corporate existence and be the surviving corporation resulting from the merger, all to be effected in the manner and upon the terms and conditions hereinafter set forth:

**ARTICLE I**

1.1 Merger. Subject to the terms hereinafter set forth, the Merging Corporations shall be merged into Surviving



Corporation which shall continue in existence as the surviving corporation and thereupon the separate existence of the Merging Corporations shall cease.

1.2 Manner of Converting Shares. Each share of common stock of the Merging Corporations that is issued and outstanding on the Effective Date shall, by virtue of the merger and without any action on the part of the holder thereof, be canceled. Each share of common stock of Surviving Corporation that is issued and outstanding on the Effective Date shall, by virtue of the merger, remain unchanged.

1.3 Effective Time and Date. The merger provided for in this Agreement shall become effective at 11:59 P.M. (the "Effective Time") on December 30, 1995 (the "Effective Date"). Consummation of the merger shall be effected on or before such date by the filing of Articles of Merger in substantially the form annexed hereto with the office of the Secretary of State of the State of Maine.

1.4 Effect of Merger. The merger provided for in this Agreement shall have the full effect provided under Section 905 of the Maine Business Corporation Act. All rights, privileges, immunities and franchises; all property, real, personal or mixed; all debts due on any account; and all other interests and assets of every kind and description of the Merging Corporations as they exist at the Effective Time on the Effective Date of the merger, shall pass to and vest in the Surviving Corporation without any conveyance, transfer or other further action. The Surviving Corporation shall be responsible for all the liabilities and obligations of the Merging Corporations as of the Effective Time on the Effective Date. Any action or proceeding, whether civil, criminal or administrative, pending by or against the Merging Corporations shall continue as if the merger had not taken place, and the Surviving Corporation may be substituted in such action or proceeding. The Surviving Corporation's identity, existence, purposes, rights, immunities, properties, liabilities and obligations shall be unaffected and unimpaired by the merger, except as expressly provided herein.

1.5 Notice of Merger. At any time, or from time to time, after the Effective Date, the last acting officers of each of the Merging Corporations may, in the name of the respective corporation, execute, deliver, file and record all such deeds, assignments, notices and other instruments and take or cause to be taken all such further action as the Surviving Corporation may deem necessary or desirable in order to confirm and provide public notice of the Surviving Corporation's title to and possession of all of the Merging Corporations' rights, interests and assets pursuant to this Agreement and Plan of Merger, and otherwise to carry out the purposes of this Agreement and Plan of Merger.

ARTICLE II

2.1 Articles of Incorporation. The Articles of Incorporation of Hannaford on the Effective Date shall continue to be the Articles of Incorporation of the Surviving Corporation from and after the Effective Date, subject to the right of the Surviving Corporation to amend its Articles of Incorporation in accordance with the laws of the State of Maine.

2.2 Bylaws. The Bylaws of Hannaford on the Effective Date shall continue to be the Bylaws of the Surviving Corporation from and after the Effective Date, subject to the right of its stockholders and/or directors to amend its Bylaws as provided therein.

2.3 Board of Directors and Officers. Until the election and qualification of their successors, the members of the Board of Directors and the officers of Hannaford on the Effective Date shall continue to be the members of the Board of Directors and officers, respectively, of the Surviving Corporation from and after the Effective Date.

ARTICLE III

3.1 Amendment. This Agreement and Plan of Merger, or any of the terms or conditions thereof, may not be amended, modified or waived except in writing signed by each of the parties hereto.

3.2 Termination. This Agreement and Plan of Merger may be terminated or abandoned by vote of the Board of Directors of the Surviving Corporation at any time prior to the Effective Date.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the day and year first above written.

SURVIVING CORPORATION:

HANNAFORD BROS. CO.

By: 

Garrett D. Bowne, IV  
Its Vice President and  
Treasurer

MERGING CORPORATIONS:

COTTLE'S SHOP-IN-SAVE, INC.

By: 

Charles A. Crockett  
Its Secretary

THE SANDSON SUPERMARKETS, INC.

By: Charles H. Crockett  
Charles H. Crockett  
Its Secretary

SHOPPING CENTER PROPERTIES, INC.

By: Charles H. Crockett  
Charles H. Crockett  
Its Secretary

ANALYTICAL SERVICES, INC.

By: Charles H. Crockett  
Charles H. Crockett  
Its Secretary

SHOP 'N SAVE REALTY, INC.

By: Charles H. Crockett  
Charles H. Crockett  
Its Secretary

MB-SUPER, INC.

By: Charles H. Crockett  
Charles H. Crockett  
Its Secretary

HANNAFORD PROPERTIES, INC.

By: Charles H. Crockett  
Charles H. Crockett  
Its Secretary

WAREHOUSE PROPERTIES, INC.

By: Charles H. Crockett  
Charles H. Crockett  
Its Secretary

## EXHIBIT B

| Name of Subsidiary Corporation   | Number of Outstanding Shares | Designation of Class | Number and Percent of Shares Owned by Surviving Parent, Hannaford Bros. Co. |
|----------------------------------|------------------------------|----------------------|---|
| Cottle's Shop 'n Save, Inc.      | 440,000                      | Common               | 440,000 - 100%  |
| The Sampson Supermarkets, Inc.   | 49,900                       | Common               | 49,000 - 100%   |
| Shopping Center Properties, Inc. | 1                            | Common               | 1 - 100%  |
| Analytical Services, Inc.        | 5                            | Common               | 5 - 100%  |
| HB-Super, Inc.                   | 1                            | Common               | 1 - 100%  |
| Shop 'n Save Realty, Inc.        | 250                          | Common               | 250 - 100%  |
| Hannaford Properties, Inc.       | 100                          | Common               | 100 - 100%  |
| Warehouse Properties, Inc.       | 100                          | Common               | 100 - 100%  |

BK 2860PG 294

File No. 19020009 D Pages .8  
19440020, 196501840, 198317420,  
196800090, 198622110, 197815540,  
197315600

Fee Paid \$ 80.00  
DCN 1953461600016 MERG

FILED

12/12/1995

*Harry Cooper*

Secretary of State  
AGENT

RECEIVED ARDSTOCK, SS

96 JAN -9 AM 8: 32

ATTEST: *Mary C Bennett*  
REGISTER OF DEEDS



**QUITCLAIM DEED**  
Without Covenant

**HANNAFORD BROS. CO.**, a corporation organized and existing under the laws of the State of Maine, successor by merger to The Sampson Supermarkets, Inc., and having a principal place of business at 145 Pleasant Hill Road, Scarborough, Maine (hereinafter the "Grantor"), for consideration paid and as a charitable donation, does hereby remise, release and forever quitclaim unto the **UNIVERSITY OF MAINE SYSTEM**, a body politic and corporate of the State of Maine, with a place of business and mailing address of 107 Maine Avenue, Bangor, Maine 04401 (hereinafter the "Grantee"), its successors and assigns forever, all of the Grantor's right, title and interest in and to the following real property:

Certain lots or parcels of land, with the buildings and improvements thereon, lying between the northerly side of Military Street and the southerly side of Bangor Street in the Town of Houlton, County of Aroostook and State of Maine, being more particularly described in the following deeds:

1. Deed from Military Street, Houlton, Inc. to The Sampson Supermarkets, Inc., dated September 23, 1966, and recorded in the Aroostook County (Southern District) Registry of Deeds in Book 987, Page 137.
2. Deed from Bernard S. Maher to The Sampson Supermarkets, Inc., dated September 5, 1967, and recorded in said Registry of Deeds in Book 1011, Page 167.
3. Deed from Edward R. Rau and Roger J. Grady to The Sampson Supermarkets, Inc., dated December 13, 1974, and recorded in said Registry of Deeds in Book 1163, Page 763.
4. Deed from Gerald E. Tapley and Joan M. Tapley to The Sampson Supermarkets, Inc., dated May 29, 1981, and recorded in said Registry of Deeds in Book 1535, Page 84.
5. Trustee's Deed from James M. Pierce, as Trustee of the Trust created by the Will of Clarence H. Pierce, to The Sampson Supermarkets, Inc., dated January 27, 1983, and recorded in said Registry of Deeds in Book 1634, Page 301.
6. Deed from Lawrence E. Clark and Margaret Clark to The Sampson Supermarkets, Inc., dated June 14, 1988, and recorded in said Registry of Deeds in Book 2096, Page 199.
7. Trustee's Deed from Francis M. Pierce, as Trustee of the Clarence H. Pierce Trust, to The Sampson Supermarkets, Inc., dated June 21, 1988, and recorded in said Registry of Deeds in Book 2096, Page 201.

*Phillips, Alan @ Sunloway & York*

By acceptance of this deed the Grantee covenants and agrees that for a period of ninety-nine (99) years following the date of this deed no portion of the premises herein conveyed shall be used, leased, occupied or permitted to be occupied as: (1) a supermarket, grocery store, food store, convenience store, bakery, delicatessen, or store (or store department) that is engaged in the sale of food products intended for off-premises human consumption, including without limitation, perishable or nonperishable (whether fresh, frozen, processed or prepared) groceries, seafood, meat, poultry, fruit, vegetables, produce, dairy products, bakery products or any combination thereof, or (2) a drugstore, pharmacy (meaning any store, or department or counter within a store, which sells prescription medicines or drugs or any items requiring the presence of a registered pharmacist), or store primarily engaged in the sale of health and beauty aids. Notwithstanding the foregoing, (a) incidental quantities of food products and health and beauty aids (excepting prescription drugs) may be sold in connection with the operation of another primary business on the Premises, and (b) take-out food may be served by restaurants, provided that "take-out food" shall not include pre-prepared meals (or portions of meals) which are intended to be taken home and heated (in whole or in part) prior to consumption. The foregoing restrictive covenants shall run with the land and be binding upon the Grantee, its successors, assigns, and shall be enforceable at law and in equity by said Hannaford Bros. Co., its successors and assigns.

IN WITNESS WHEREOF, the said Hannaford Bros. Co. has caused this instrument to be executed in its corporate name this 18<sup>th</sup> day of February, 2000.

WITNESS:

HANNAFORD BROS. CO.

Karew A. Mey

By: [Signature]  
Print Name: Arthur A. Aleshire  
Its: Vice President

Karew A. Mey

By: [Signature]  
Print Name: Ronald E. Hodge  
Its: Exec. Vice President & C.O.O.

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

February 16, 2000

Then personally appeared the above-named Arthur A. Aleshire,  
Vice President of Hannaford Bros. Co., and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Hannaford Bros. Co.

Before me,



YVONNE M. DRAUSCHKE  
Notary Public, Maine  
My Commission Expires February 12, 2002

[Signature]  
Notary Public/Attorney-at-Law  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

February 18, 2000

Then personally appeared the above-named Ronald C. Hodge,  
Exec. Vice President & C.O.O. of Hannaford Bros. Co., and acknowledged the  
foregoing instrument to be his free act and deed in his said capacity and the free act and deed of  
said Hannaford Bros. Co.

Before me,



Yvonne M. Drausohke  
Notary Public/Attorney-at-Law

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

YVONNE M. DRAUSOHKE  
Notary Public, Maine  
My Commission Expires February 12, 2002

O:\FORMS\DEEDS\QUITWOUT.COV\HOUTON.LMB

RECORD AND RETURN TO  
PHILLIPS, OLORE, DUNLAVEY & YORK  
Box 1087 -Presque Isle, ME 04769


RECEIVED AROOSTOOK, SS

ATTEST: Mary C. Bennett  
REGISTER OF DEEDS

I hereby certify that I have continued in accordance with the Standards adopted by the Maine State Bar Association, all instruments of record in the Southern District of the Aroostook Registry of Deeds, and where applicable, the records of the Aroostook County Probate Court, affecting title to the premises described in Quitclaim Deed dated February 18, 2000 from Hannaford Bros. Co. to University of Maine System and recorded in said Registry in Vol. 3368, Page 177, from October 7, 1966 at 10:30 A.M. as to PARCEL I; September 5, 1967 at 3:55 P.M. as to PARCEL II; May 25, 1988 at 8:00 A.M. as to PARCEL III; December 13, 1974 at 10:45 A.M. as to PARCEL IV; November 12, 1975 at 3:27 P.M. as to PARCEL V; May 14, 1976 at 10:27 A.M. as to PARCEL VI; June 28, 1978 at 10:40 A.M. as to PARCEL VII; January 27, 1983 at 11:31 A.M. as to PARCEL VIII; and from June 23, 1988 at 11:04 A.M. as to PARCEL IX, through July 17, 2017 at 12:30 P.M.

I further certify that on the basis of the above continuation, the within continuation, consisting of forty-seven pages contains all instruments of record, as reflected by the indices, affecting title to said premises within said period.

- NOTE:
- (1) Bankruptcy records not examined;
  - (2) Parties in interest not traced prior to acquisition of interests;
  - (3) District and Superior Court records not examined.

  
\_\_\_\_\_  
JESSICA R. CURRIER, ATTORNEY